



May 2, 2008

Eitan Alon
Rainier Commons, LLC
3314 3rd Avenue South
Seattle, WA 98134

Dear Eitan Alon:

Enclosed is a copy of the service contract for **Old Rainier Brewery** for your records. Please let me know if I can be of further assistance.

If you have any questions or concerns please feel free to contact me

Sincerely,

A handwritten signature in cursive script that reads "Yolanda Simmons".

Yolanda Simmons
Sales Specialist - West

7825 Baymeadows Way, Suite 300 B, Jacksonville, FL 32256 904-807-3765 phone 904-807-3585 fax
ysimmons@ista-na.com

RCLLC 0000297

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reflects the actual
original signed copy
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ista

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SUBMETERING SERVICES AGREEMENT

ista North America, Incorporated
7825 Baymeadows Way, Suite 300B
Jacksonville, FL 32256
Phone: 1-800-921-2731

Rainier Commons, LLC
3317 3rd Avenue South
Seattle, WA 98134

(Old Rainier Brewery)
(Customer)

I HAVE READ THIS AGREEMENT ("AGREEMENT") INCLUDING THE ATTACHMENT (S) CAREFULLY, UNDERSTAND IT COMPLETELY, AND AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ORDER FORM AND THE GENERAL TERMS AND CONDITIONS ATTACHED BELOW AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED ADDENDUM (S), ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER.

Accepted for:

Rainier Commons, LLC

Accepted by - Name & Title

ELIAN ALON
Owners Rep.

(Signature)

(Date)

4.29.2008

Accepted for:

ista North America, Incorporated

Accepted by - Name & Title

Kernie Brashier

Executive Vice President

(Signature)

(Date)

4.29.08

Rev. Control #: MSDS_OB_09_02.004

Customer Initials: _____ ista Initials: RB

Page ___ of ___

RCLLC 0000298

Agreement

ORDER FORM

PROPERTY AND CONTACT INFORMATION			
Property Name	Old Rainier Brewery	Main Contact	Conan Gale
Property Address	3200 Airport Way, South #10210	Contact Title	Property Manager
City, State & Zip	Seattle, WA 98134	Contact E-mail	conan@artsbrewery.com
Account Manager	Dave Staal	Contact Phone	206-948-2256
		Contact Fax	

SUBMETERING SYSTEM SPECIFICATION					
Submetering System Specification: Existing Submetering System				Take-over Property: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
New Contract or Renewal: New Contract				Company Name (if Yes):	
Item #	No. of Points	Utility Service	Meter Type & Size	Reading Type	Read Manufacturer
1	30	Electric	IMS Electric Meter (Indoor)	RF Fixed Network	Inovonics
2					
3					

Permitting Costs (if applicable): Estimated Costs _____ Permit Processing Fee _____

SYSTEM ASSESSMENT PRICING	
System Assessment Fee	NA per unit (one time for take over properties only)

BILLING MANAGEMENT SERVICES AND FEES			
Number of Billing Periods: 12	Amount to Charge Customer	Amount to Pass Through to Occupant	
Number of Units: 6 units - 30 Metered Accounts			
Scope of Service: Read, Bill, Collect and Reimburse			
Account Setup: one time fee	\$750.00	\$0.00	
Submetering Service (monthly per account): Electric (see addendum)	\$16.67	\$16.67	
Utility Expense Management: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NA	NA	
Second Utility Service Fee (monthly per unit):			
Third Utility Service Fee (monthly per unit):			
Additional Flat Fee Billing Item (monthly per unit): 1.			
2.			
3.			
Hard Copy of Management Reports: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NA	
Final Bill Fee (per occurrence): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$10.00	\$10.00	
Vacant Cost Recovery: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Late Notices with Late Fee: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NA	\$10.00	
**On-line Reminder Notices: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Late Notices without Late Fee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NA	
Full Service Maintenance (unit/month): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
System(s) Covered under Maintenance:			
On-Call Maintenance Rate per 1/2 hour: (hardware costs, travel expenses & project management costs not included)	\$37.50	NA	

** To be provided as applicable

BILLING METHOD	
Billing Method:	Tariff
Common Area Deduction:	N/A %
Utility Provider:	Seattle City Light
Goodwill Deduction:	N/A%

Agreement

I. GENERAL TERMS AND CONDITIONS

A. Clarification of the Names Used in this Agreement: This Agreement refers to ista, Customer, Order Form, Resident Manager, Occupant, Property and Equipment. "ista" refers to ista Energy Services Incorporated. "Customer" refers to the buyer of services and/or equipment whose name is listed on the front page of this Agreement. "Order Form" refers to the form contained on page two of this Agreement. "Resident Manager" refers to the person designated by Customer as the main contact on the Order Form. "Occupant" refers to a resident or business occupant of the Property. "Property" refers to the real property of Customer where the services described in this Agreement are to be performed as listed on the Order Form. "Equipment" refers to submetering equipment installed at the Property. If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

B. Term, Price Adjustments, Cancellation, and Breach: The term of this Agreement shall commence when the Agreement is signed by both parties hereto and shall expire after ista has provided billing services for the number of billing periods set forth on the Order Form. Immediately after ista has provided billing services for twelve (12) billing periods, and annually thereafter, the amount of the then current service fee(s) shall increase by the greater of the following: either two percent (2%) or the annual amount(s) of any postage increase instituted by the United States Postal Service. This Agreement shall be automatically renewed for succeeding terms of one month unless thirty (30) days prior to the expiration of any term, either party shall provide notice to the other party of its intention not to renew this Agreement. Either party shall have the right to terminate this Agreement upon any of the following: (A) Immediately upon written notice to the defaulting party in the event that the defaulting party materially breaches the terms hereof and fails to cure such breach within ninety (90) days after receipt of written notice thereof from the non-defaulting party; or (B) Immediately upon written notice in the event that the other party: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority. In the event of any termination of this Agreement by ista, Customer shall promptly pay ista for all services performed by ista prior to the effective date of termination, as well as all direct and indirect costs incurred by ista in order to collect the foregoing including, but not limited to, ista's reasonable attorney's fees. Customer agrees that ista may conduct a credit check of Customer prior to or within ninety (90) days after the execution of this Agreement. The parties agree that ista reserves the right to terminate this Agreement within one hundred (100) days after its execution if ista is not satisfied (in its own discretion) with the results of the credit check.

C. Liability for Billing Services: FOR ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO BILLING SERVICES), IN NO EVENT WILL ista BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY LOST BUSINESS, LOST PROFITS, LOST DATA, LOST REVENUES, OR LOST SAVINGS, REGARDLESS OF FAULT, AND REGARDLESS AS TO WHETHER ista HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. FURTHERMORE, CUSTOMER AGREES THAT IN NO EVENT WILL ista's AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED TWO TIMES THE AVERAGE MONTHLY AMOUNT ista CHARGES CUSTOMER (FOR BILLING SERVICE FEES ONLY) DURING THE TERM OF THIS AGREEMENT.

D. Indemnity: Subject to section C above, Customer and ista agree to indemnify, defend, and hold harmless, each other, the others directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from grossly negligent acts or willful misconduct of the indemnifying party's employees or agents; and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

E. Taxes and Permit Fees: Customer shall pay all charges including permit fees and sales tax (federal, state, and local) which may now or hereafter be imposed or levied upon (1) the installation, purchase, sale, ownership, leasing, or use of the Equipment or (2) the services performed pursuant to this Agreement. ista shall make any relevant inquiries regarding the necessity and amounts of any required permits and will provide estimated permitting costs on the Order Form to this Agreement. Additionally, ista shall inform Customer regarding charges. Customer shall make payment directly to any such permitting agency. Any such taxes or fees paid by ista or its subcontractors shall be invoiced to Customer and paid by Customer within (30) thirty days of receipt.

F. Property Access: For the term of this Agreement, Customer agrees to provide ista permission to enter upon and access any part of the Property as necessary at reasonable times (8:00 a.m. through 5:00 p.m. Monday through Friday) for the purpose of performing work associated with this Agreement. ista shall employ commercially reasonable efforts to coordinate its on-site work with the Resident Manager to minimize disruptions to the daily patterns of property management personnel and Occupants. The Resident Manager or a designated agent must accompany ista personnel into any occupied unit and remain there until ista personnel exit the unit. ista may charge Customer additional fees if units cannot be entered when scheduled.

G. Third Party Proprietary Information and Proprietary Rights: ista will not release Customer information without written permission from Customer. Customer will indemnify, defend and hold harmless ista from any claims of such third party (ies) with respect to information and data furnished by Customer to ista. Except as otherwise expressly set forth herein, ista retains for itself all proprietary rights in and to all documentation and work product developed by ista and provided to Customer.

H. Assignment and Succession: Both parties may assign this Agreement. If this Agreement is assigned by Customer, Customer shall immediately provide ista written notice thereof, along with the name of the new owner, date of sale and any other information the Customer deems relevant. If Customer sells/transfers the Property and the transferee does not assume this Agreement at the time of the closing of the transfer, all outstanding amounts owed ista by Customer shall become immediately due and payable.

I. Governing Law and Arbitration: The formation, interpretation and performance of this Agreement shall be governed by and construed according to the laws of the state in which the Property is located except as may be expressly set forth in any Addendum. Any controversy, claim or breach arising out of or relating to this Agreement shall be settled by arbitration, held in the state where the Property is located and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

J. Payment of Invoices: Customer agrees to pay all fees designated in this Agreement, or on the Order Form or attached addendum(s). Invoices are due and payable in full within 30 days of date of invoice. ista, at its option, may keep Occupant payments to recover amounts owed by Customer. Customer's obligations to pay all charges, which shall have accrued during the term of this Agreement, shall survive any termination of this Agreement. Late payments will incur an interest rate penalty of 1.5 percent per month on the unpaid balance, compounded daily, or the maximum allowed by law, whichever is less.

Agreement

K. Waivers: No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is in writing signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same.

L. Notices: All notices to the other party must be in writing and may be faxed, delivered personally, or sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service. All notices shall be sent using the address designated in writing in this Agreement or subsequent addendum (s). Any notice shall be deemed given when delivered.

M. Force Majeure: ista shall not be liable to Customer for any failure or delay caused by events beyond ista's control, including, without limitation, Customer's failure to furnish necessary information requested by ista; actions or inactions of Occupants (including non-payment of any amount due under this Agreement); sabotage; failure or delays in transportation or telecommunications; non-warranted failures or unauthorized substitutions of Equipment at Property; labor disputes; vendor failures; or shortages of labor, fuel, raw materials or Equipment. In the event of any such delay or failure of performance, the date of delivery or performance shall, at the request of ista, be deferred for a period equal to the time lost by reason of the delay. In no event shall ista be liable for any delay or re-procurement costs for failure to meet any delivery or performance date.

N. Maintenance: Customer acknowledges that proper maintenance of metering equipment is essential for accurate billing. If Customer has elected to maintain submetering system equipment itself, Customer must perform repairs within fifteen (15) days after learning of a maintenance need. Otherwise, ista may, at its option, perform the repairs and bill Customer at ista's standard per hour rate, at a minimum of one half (1/2) hour, plus materials, project management costs and travel time. Customer shall promptly pay ista for all such charges upon receipt of an invoice therefore in accordance with this Agreement. If Customer refuses to abide by the terms of this section M, ista may terminate this agreement immediately.

O. Performance: ista may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security satisfactory to ista. In the event that Customer fails to make any payment when due, becomes insolvent, ista may either declare the entire sum remaining unpaid to be immediately due and payable and avail itself of any remedy in effect now or at the time of default under this Agreement, the Uniform Commercial Code or any other statute, including reasonable attorneys' fees. Further, on delinquent accounts, ista may suspend performance under this Agreement without incurring liability to Customer.

P. Regulatory Compliance: The terms and conditions set forth in this Agreement are subject to change upon mutual written agreement by the parties if applicable laws render practices in this Agreement unlawful in the jurisdiction of the property. In the event that applicable laws do render certain practices in this Agreement unlawful, and the parties cannot agree on an appropriate modification of this Agreement, this Agreement shall be subject to termination by either party, upon thirty (30) days prior written notice of the other party.

Q. Amendments, Severability, Entire Agreement, Construction, Miscellaneous: No amendment or modification of this Agreement shall be valid or effective unless put into writing and signed by ista and Customer. If any portion of this Agreement is invalid, illegal or unenforceable the other portions shall not be affected in any way and this Agreement shall be interpreted to enforce such provision consistent with the intentions of the parties to the maximum extent permitted by applicable law. This Agreement and all attached exhibits, addendum(s), and schedules, which collectively are called the Agreement, shall constitute the entire Agreement. All prior negotiations, proposals, bids, orders and any other communications are superceded by this Agreement and there are no other understandings, agreements, or express or implied representations. Where this Agreement differs from any Customer purchase order, this Agreement prevails. The parties agree that this Agreement was fully negotiated by the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it. All paragraph captions are for reference only, and shall not be considered in construing this Agreement.

Agreement

II. BILLING SERVICES

A. Billing Services

ista shall provide the billing services indicated on the Order Form. ista reserves the right to stop providing any or all of these services if the Property is sold. Customer is authorizing ista to provide the services selected on the Order Form to Customer or Customer's Occupants. By selecting the specific billing method on the Order Form, Customer is authorizing and directing ista to bill its Occupants using that billing method. Customer may modify the billing method (and deductions) by notifying ista in writing.

B. Occupants

CUSTOMER SHALL ENSURE THAT EACH OCCUPANT TO BE BILLED IS BOUND BY AN AGREEMENT WITH CUSTOMER (e.g., a lease agreement) TO PAY BILLS AND FEES PRESENTED BY ista IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT PRIOR TO COMMENCEMENT OF BILLING SERVICES FOR EACH APPLICABLE OCCUPANT. Customer shall ensure that all fees to be collected by ista from Occupants are included in Customer's agreements with its Occupants including, but not limited to, monthly billing or administrative fees, set-up fees, final-bill fees, vacant unit cost recovery fees, late fees, late notice fees, maintenance fees, collection fees and non-sufficient fund fees. Customer shall be solely responsible for pursuing any legal remedies against an Occupant who does not pay ista bills. Customer, to the fullest extent permitted by law, shall indemnify, hold harmless and defend ista and its officers, employees and agents from and against any and all claims, losses, costs, damages, lawsuits, judgments, liabilities, including attorneys' fees and expenses, arising or alleged to have arisen out of or resulting from the performance or failure in performance of Customer's obligations under this paragraph B.

C. Miscellaneous Government Requirements

Customer shall be solely responsible for performing all government and/or utility company mandated tests and filings, such as safe drinking water testing, meter tests, filings, and for complying with all applicable regulations related to the services performed pursuant to this Agreement, including, but not limited to state and local landlord-tenant laws. Customer shall also be solely responsible for obtaining permission to perform submetering or allocation services from government agencies or utility companies (where required). ista shall not be liable for an interruption of services under this Agreement arising from any action or inaction of any governmental agency.

D. Training

Customer shall ensure that the Resident Manager or other responsible property personnel participate in a training session with a ista representative for Customer's account prior to the commencement of ista's billing services under this Agreement.

E. Initial Customer Responsibilities. Customer agrees that, as soon as possible after the execution of this Agreement, it will provide ista with the following information: an address listing; a resident roster (rent roll); balance transfer amounts (if applicable); a copy of an Occupant lease (or addendum); and all utility bills received by the Property in the twelve (12) preceding months (if applicable) (collectively known as the "Set-Up Information"). After receipt of Set-Up Information, ista will schedule a start date for the performance of services under this Agreement; and this start date shall be determined by ista at its sole discretion. Customer must provide ista with Set-Up Information that will be valid as of the scheduled start date. ista reserves the right to alter the scheduled start date at any time. Customer acknowledges that ista's obligations to initiate the services in this Agreement are contingent upon the (1) receipt of timely Set-Up Information and (2) ista's ability to obtain accurate and complete meter reads and that ista may postpone the start date until timely Set-Up Information is received and accurate and complete meter reads are obtained.

F. Recurring Customer Responsibilities

Customer shall cause the Resident Manager to provide ista with weekly Occupant status changes including move-in and move-out, renewals, credits and other items affecting billing. No later than each

Monday at 5:00 p.m. PST, the Resident Manager shall send ista Occupant move-in and move-out data. Customer shall also cause the Resident Manager to provide ista with utility bills within two days of receipt of the utility bill and all changes in utility rates charged by the local utility provider to the Property (the "Rate Changes"). Customer and ista agree that it is Customer's responsibility to notify ista of all Rate Changes and ista will incur no liability to Customer for the failure to adjust Occupant bills to reflect Rate Changes. Customer also acknowledges that ista's obligations to provide services under this Agreement are contingent upon the timely provision by the Resident Manager of the information in this paragraph and that ista may delay billing services until such information is received. ista shall provide Customer with forms to use for ista's services (e.g., forms to collect move-in/move-out Property data). Notwithstanding any provision of this Agreement to the contrary, Customer agrees and acknowledges that ista will not be liable for any losses or damages (whether to Customer or third parties) resulting from the misuse of or tampering with Customer's account information contained on ista's web-site resulting from the negligence of Customer.

G. Reporting

ista will provide Customer with ista's standard reporting package (which may change from time to time) at no charge on ista's web page. Hard copies of reports are available to the Customer at an additional fee.

H. Performance of Services

Customer acknowledges that ista is not obligated to perform the services under this Agreement if Equipment (and phone equipment), not otherwise warranted by ista under this Agreement, malfunctions because of misuse, abuse, neglect, modification, alteration, tampering, disconnection, improper or inadequate maintenance.

I. Collecting Occupant Payments

If ista will perform collection services then ista shall collect Occupant payments for the bills sent out pursuant to this Agreement. ista shall direct Occupants to mail all payments (timely or late) to one of the designated ista post office boxes where payments will be processed or via ista's internet site. ista will post payments daily on regular business days. When ista receives late payments, ista will credit them first to the oldest invoice then to the next oldest invoice and so on until the applicable Occupant account is current. ista will accept partial payments and post them against the oldest invoice outstanding. Customer agrees to immediately forward any Occupant payments received by Customer to the ista remittance address. Unless otherwise specified in this Agreement, ista will retain all late fees collected from Occupants. For each check returned from the bank for non-sufficient funds, ista will charge Customer a \$5.00 fee plus the amount written on the check. Additionally, ista will charge the Occupant a \$20.00 fee, which will appear on the bill in the following month. When the Occupant pays all outstanding amounts (including the \$20.00 fee), ista will reimburse Customer all the non-sufficient fund related charges (the \$5.00 fee in addition to the charged check amount).

J. Occupant Damage

During the term of this Agreement, if an Occupant causes damage to any Equipment and ista repairs said Equipment, ista will bill the Customer for the cost of repairs including materials and labor at ista's standard prices.

K. Units to be Billed. ista will not bill Customer for Occupant units that are not covered by a lease addendum allowing for the performance of services under this Agreement.

L. Trust Account Remittance

Except as otherwise provided in this Agreement, ista shall deposit all funds which ista collects from Occupants into a designated Customer trust account. Monthly, ista will transfer funds to the designated Customer account. The amount of transfer will equal the total collected less applicable service fees, financing loan payments, rental payments and fees charged to the Occupants such as late notice fees, late fees and non-sufficient check fees which shall be retained by ista.

Submetering Service Agreement 10/2001

Customer Initials: EA ista Initials: [Signature]

Page of

RCLLC 0000302

Agreement

M. Miscellaneous

If the Customer has contracted with ista to provide vacant unit cost recovery services, then Customer authorizes ista to provide all relevant billing information to any one of ista's subcontractors. If the Customer has contracted with ista for vacant unit cost recovery services but not utility expense management services, then Customer acknowledges that it must provide ista with monthly data containing all necessary information regarding utility bills paid by the Customer for vacant units (both parties acknowledge that ista's performance of vacant unit cost recovery services is contingent upon the receipt of this information). If the Customer has contracted with ista for the extended collection process, then Customer authorizes ista to utilize a third party collection agency for delinquent Occupants.

Agreement

III. EQUIPMENT

A. Technical Advice for Other Installers

If Customer decides to have a third party install the system and they need technical advice from ista, ista will attempt to schedule the service in a timely manner. The cost of this technical advice is the same as shown on the Order Form for on-call maintenance, with a minimum 1/2 hour charge, plus travel related expenses. For this service, ista provides technical advice only. ista assumes no responsibility for the proper installation and operation of any system installed by others.

B. System Testing and Reading Assessment of Existing Systems.

Prior to beginning submetering services for the Property, ista must perform a reading assessment of the submetering system. The assessment identifies those units where the meter reading system is not performing as specified. **ISTA WILL NOT BEGIN BILLING FOR ANY SUBMETERED PROPERTY UNLESS THE SUBMETERING SYSTEM PASSES ISTA'S READING ASSESSMENT PROCESS.** ista charges, and Customer shall pay, the fees for the reading assessment as set forth on the Order Form. It is Customer's responsibility to notify the Occupants of the pending installation or repair work and to ensure that access into Occupant units complies with all applicable landlord/tenant laws.

E. Full Service Maintenance

If the Order Form includes the provision by ista of full-service maintenance, ista shall pay for all normal maintenance and repairs to metering system equipment, including system component replacement if needed as well as other costs such as labor and travel. On a monthly basis, ista will analyze the submeter reading results for the Property to determine if maintenance issues exist. If maintenance issues are detected, ista will schedule a visit to the Property to repair said defects (provided, however, that ista will only be required to visit the Property for repairs once every three months). Meter accuracy testing is not included under full-service maintenance and is an additional charge. This program excludes system damage caused by persons or natural events, damage to meters caused by poor water quality (i.e. build-up, debris, etc.), meter accuracy testing, or maintenance to telephone lines (i.e., un-plugged, disconnected, malfunctioning, etc.) ista can perform the maintenance for the services that are not included with full-service maintenance for an additional charge. Full service maintenance will commence one year after the earlier (i.e., whichever event occurs first) of the following: (1) the date the installation of the entire submetering system is completed or (2) the date bills are first sent to Occupants.

D. On-Call Maintenance

To request on-call maintenance, Customer should call the designated ista service representative during regular business hours. The fee for on-call maintenance services is set forth on the Order Form, exclusive of travel time and subject to a minimum charge of one half (1/2) hour. In addition to the fee set forth on the Order Form, Customer shall reimburse ista for its reasonable expenses incurred in the provision of on-site maintenance service including travel, project management costs and materials.

E. Occupant Meter Testing Request

All requests for meter testing and calibration from Occupants must come from the Resident Manager to ista. When ista tests a meter at Resident Manager's request and the meter fails the test, ista will repair or replace the meter and bill Customer in accordance with the maintenance program selected and applicable warranties. If the meter is determined to be in proper working order, ista will bill Customer at the then current on-call maintenance prices or the maximum amount allowed by law, whichever is less.

Agreement

IV. Addendum to Agreement

The following items are included as an addendum to the Agreement.

1. The monthly service fee of \$16.67 is based on a minimum monthly service fee of \$100 split between the 6 current tenants at Rainier Commons. As new tenants move-in addendums will be done to adjust the total number of service units at which time the service fees will also be recalculated based on the \$100 flat service fee and the total number of tenants. The service fee which is passed through to the tenants will continue to be lowered proportionately as more tenants occupy the commercial space to a minimum of \$6 per tenant